Friedmann

EXHIBIT E

IN RE: SEARS HOLDINGS CORPORATION, et al.

CHRISTOPHER GOOD

June 20, 2019

CONFIDENTIAL

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

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In Re:

SEARS HOLDINGS CORPORATION, et al.,

Debtor.

Chapter 11 - Case No.: 18-23538 (RDD)

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*** C O N F I D E N T I A L ***

450 Park Avenue
New York, New York

June 20, 2019
2:12 P.m.

DEPOSITION of CHRISTOPHER GOOD,

before Melissa Gilmore, a Shorthand Reporter

and Notary Public of the State of New York.

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(EXHIBITS TO BE PRODUCED)

C H R I S T O P H E R G O O D, called as a witness, having been duly sworn by a Notary Public, was examined and testified as follows:

EXAMINATION BY

MR. LIMAN:

Q. Good afternoon, Mr. Good. My name is, as I told you before, is Lewis Liman, and I'm with the Cleary Gottlieb law firm. I'm joined by my colleague here, Brian Giunta.

Let me ask you first, have you ever had your deposition taken?

A. No.

Q. So if it's okay, I'd like to go through a couple of ground rules with you.

If at any time you don't understand something that I'm saying, just in the ground rules, just let me know.

Is that okay?

A. Yes. That's fine.

Q. So the way this is going to proceed is I will ask you questions.

Is that okay?

A. Yes.

exactly what Mr. Murphy or Transform were trying to do in this entire chain.

Q. Okay. Did you have an understanding of what the question was about whether it was part of the 1553 at the time?

A. I thought this was a question about delivery of goods.

Q. Did you understand that what Mr. Murphy was interested in is whether the goods were already part of the stock ledger?

MR. GENENDER: Objection, form.

A. When I was pulling this information, I was proposing to him potential solutions and asking if they would work. And I was more concerned with trying to figure out what percentage of goods were in transit for him.

Q. You see further up it says, "You are saying that the AP that is outstanding now will be paid off by close, and the AP associated with new goods ordered will be what we are actually assuming."

Do you see that?

A. Yes, I do.

Q. Why don't you read into the record

what Mr. Murphy says in his e-mail at 10:46 a.m.?

A. "So you are saying that the AP that is outstanding now will be paid off by close and the AP associated with new goods ordered will be what we are actually assuming and, further, those goods will be delivered post close."

Q. And what was your response to Mr. Murphy?

A. I think this is taken out of context.

Q. Just tell me what your response -- what you said.

MR. GENENDER: Let him finish.

A. I'm a little offended by the way this was taken out of context. I would like to explain the e-mail and how I interpret it.

Q. Your lawyer will give you plenty of opportunity.

MR. GENENDER: Answer it however you want, Mr. Good.

MR. LIMAN: No.

Q. Would you answer my question? Would

last question.

MR. GENENDER: I will let you ask your last -- your ultimate question.

BY MR. LIMAN:

Q. Sir, what is your recollection of the conversation that you had with Cullen Murphy where you last discussed the issue of the merchandise accounts payable?

MR. GENENDER: Objection, form.

A. I don't recall when I last had a conversation with Cullen about merchandise payables the last time. We had a multitude of conversations regarding merchandise payables and non-merchandise payables.

MR. LIMAN: Okay. I'm done.

MR. GENENDER: We will reserve questions. Thank you.

MR. LIMAN: No, I'm not going to keep the deposition open. If you've got questions, you can ask them now.

MR. GENENDER: Reserve questions till the time of trial.

MR. LIMAN: So the deposition is over and you can ask questions at the time

of trial.

MR. GENENDER: That's what reserve questions till the time of trial means, yes.

(Time noted: 5:37 p.m.)

A C K N O W L E D G M E N T

STATE OF)
:ss
COUNTY OF)

I, CHRISTOPHER GOOD, hereby certify that I have read the transcript of my testimony taken under oath in my deposition; that the transcript is a true, complete and correct record of my testimony, and that the answers on the record as given by me are true and correct.

_____

CHRISTOPHER GOOD

Signed and subscribed to before me this _____ day of _____, ____.

_____

Notary Public, State of _____

C E R T I F I C A T E

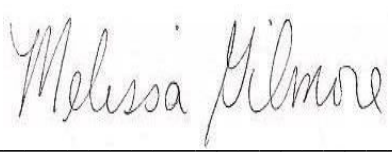
STATE OF NEW YORK)
:ss
COUNTY OF RICHMOND)

I, MELISSA GILMORE, a Notary Public within and for the State of New York, do hereby certify:

That CHRISTOPHER GOOD, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of June, 2019.



MELISSA GILMORE